

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60605 U.S.A. • (312) 648-4000 • TELEX 255222

0-064A043

RECORDATION NO. 11417-EE
Filed 1425

Date **MAR 4 1980**

February 21, 1980

MAR 4 1980 - 10 PM

Fee \$ **20.00**

INTERSTATE COMMERCE COMMISSION

ICC Washington, D.C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 68
dated as of September 10, 1979 ("Lease") to Car Leasing
Agreement 1285-4 between North American Car Corporation
("Lessor") and Cargill, Inc. ("Lessee")
in supplement of the Bailment Agreement and Assignment
of Leases ("Assignment of Leases") dated as of November
2, 1979, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, Cargill Building, P.O. Box 9300, Minneapolis,
Minnesota 55440 and assigned to Assignee, P.O. Box 8300, 260
Long Ridge Road, Stamford, Connecticut 06904. The Assignment
of Leases was recorded with the Interstate Commerce Commission
at 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.


TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

Page Two

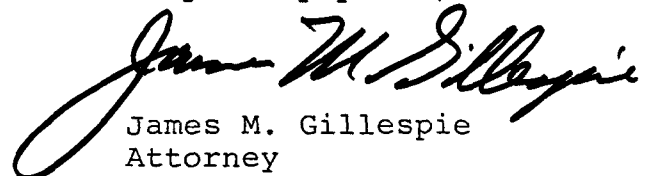
Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for the Lease *Supplementary Rider, and \$10.00 for Cross indexing requested below.*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Cross
index  Please cross index this filing against the name of the Lessee, Cargill, Inc.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

enclosure

RECORDATION NO. 11417 FF
FILED 1123

C E R T I F I C A T E

MAR 4 1980 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 68 to Car Leasing Agreement 1285-4 between North American Car Corporation and Cargill, Inc. dated September 10, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A. Kelly

(SEAL)

My Commission Expires February 23, 1983.

RIDER NO. 68
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 1285-4

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Thirty-three (33)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (NAHX 482640 thru 482649; 483125 thru 483147)	\$465.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of $\frac{30,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 266.8 as was reported for February, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

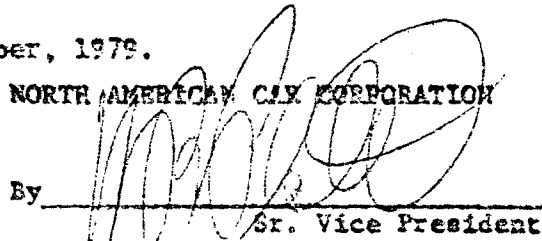
Dated this 10th day of September, 1979.

ATTEST:


Assistant Secretary

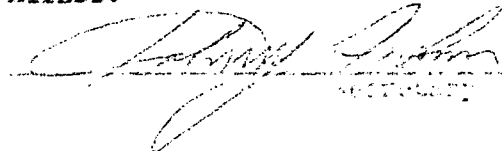
NORTH AMERICAN CAR CORPORATION

By

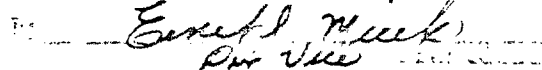

Sr. Vice President

CARGILL, INC.

ATTEST:


CARGILL, INC.

By


Sr. Vice President

This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected without the prior written consent of the lessor. Possession of the copy marked "ORIGINAL" is required for the Lease to be enforceable.

State of Illinois)
) SS:
County of Cook)

On this 29th day of September, 1979, before me personally appeared H. R. Platt, to me personally known, who, being by me duly sworn, says that he is a Sr. Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)


Leroy Catalano
Notary Public

My Commission expires 2-14-83

State of Minnesota)
) SS:
County of Hennepin)

On this 29th day of October, 1979, before me personally appeared Ernest S. Micek, to me personally known, who, being by me duly sworn, says that he is a Division Vice President of Cargill, Incorporated, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

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 MARLEEN A. ROPER
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 9, 1985.
■~~~~~■

Marleen A. Roper
Notary Public

My Commission expires January 9, 1985